



GOVERNMENT OF INDIA

Chandigarh Administration Gazette

Published by Authority

NO. 024] CHANDIGARH, TUESDAY, MARCH 14, 2023 (PHALGUNA 23, 1944 SAKA)

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 28th February, 2023

No. 13/1/9941-HII(2)-2023/2882.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 22/2019 dated 11.01.2023 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

NUTUN KUMARI SHARMA D/O SHRI AYODHYA DASS, R/O HOUSE NO. 1227,
PUSHPAC COMPLEX, NEAR SANTOSHI MATA MANDIR, SECTOR 49-B, CHANDIGARH
(Workman)

AND

THE REGISTRAR, PANJAB UNIVERSITY, SECTOR 14, CHANDIGARH. (Management)

AWARD

1. Nutan Kumari Sharma, workman has filed statement of claim under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter in short called 'ID Act'*), wherein it is averred that the management advertised the posts of Clerks on daily wages on contractual basis on DC rates stipulating the eligibility criteria for the selection through its advertisement dated 03.12.2010. In pursuance of the said advertisement the workman applied for the post of Clerk. After fulfilling the eligibility criteria and going through selection process, the workman was engaged and joined services on 18.04.2011 as daily wage Clerk for 89 days by the management as per norms and procedure laid down for making such appointment. The services of the workman were extended from time to time. The workman continuously remained in regular service of more than 240 days in a calendar year from the date of joining with the management. The services of the workman were terminated by the management on 30.06.2013 without any show cause notice, notice pay, charge sheet, inquiry and without any retrenchment compensation with the assurance that the workman will be called back. At the time of retrenchment the workman was drawing wages of ₹7,980/- per month. During the tenure of employment, the workman's conduct of the workman with the management remained satisfactory. After illegal termination of the workman from services, the management engaged and joined new hands. The juniors to the workman are still in service with the management. Since termination the workman is unemployed and has no source of livelihood. At the time of retrenchment the management has given assurance to the effect that the workman would be taken back into service and always assured the workman to wait for some more time. The workman waited

(305)

This is Digitally Signed Gazette. To verify, visit :
<https://egazette.chd.gov.in>

Signature Not Verified
Digitally signed by
Jalinder Kumar
Date: 2023.03.14
15:54:00
Reason: Published
Location:

sufficiently as per the assurance but the management instead to join the workman into services, joined new hands on contract basis in the year 2014 and 2015. At last the workman issued and served demand notice dated 07.12.2018 seeking re-instatement into service. In pursuance of the demand notice the Conciliation Officer, Chandigarh initiated conciliation proceedings but the same stand failed *vide* order dated 16.09.2019. Prayer is made that the workman may be reinstated into service with continuity and full back wages.

2. On notice the management contested the claim statement by filing written statement on 27.02.2020 wherein preliminary objections are raised on the grounds that the claim is time barred as it is filed after a period of about six years. The workman has not approached the Court with the clean hands and concealed the material facts that a similar issue / petition / claim by her senior workman Shallu Devi and others has already been dismissed on merits by the Hon'ble High Court of Punjab & Haryana *vide* order dated 01.05.2015 in Civil Writ Petition No.2065 of 2015. The present false claim before this Tribunal amounts to abuse of process of law. Further, the workman was appointed as Clerk in the Panjab University, Chandigarh (*hereinafter in short referred to as 'University'*) on daily wage basis against the Advt. No.19/2010 as issued *vide* No.24711-860/Estt. dated 03.12.2010. The workman joined as such on 18.04.2011. Admittedly, the workman was appointed on purely daily wage basis at fixed DC rates as applicable from time to time for seasonal examination / other work relating to the University affairs. In the detailed terms and conditions it is specifically mentioned that the assignment shall automatically come to end on expiry of the contract period or on completion of the seasonal examination / other work whichever is earlier, without any obligation of notice. It was specifically provided that daily wage Clerks shall not be entitled to claim any continuity in service or re-employment or regularisation. In view of the terms and conditions, which were duly accepted by the workman, the workman was relieved in accordance with the terms and conditions of the advertisement and also of the appointment order. The workman was relieved from service on 13.06.2013 after the selection of regular 308 Clerks appointed in response to Advt.14/2008. The University follows the legally acceptable principle of 'first come last go' for relieving the contractual / daily wage employee. According to the University office practice the awaiting list for engaging persons to post lapses after expiry of six months. An open Advt.No.2 of 2014 was issued for the appointment of daily wage Clerks. In pursuance to the same, the workman applied for appointment as Clerk on contractual basis *vide* roll No.8320141185 but she did not qualify as she obtained about 31.75 Marks only. The appointment of the workman was governed by the terms and conditions of the advertisement and appointment order. The action of the University has been upheld by the Hon'ble High Court of Punjab & Haryana in Civil Writ Petition filed by the workmen i.e. Ms. Shallu Devi W/o Baldev; Ms. Bandana D/o Surmukh Singh and Ms. Deepika D/o Shri Duryodhan Kumar who were senior to the workman. Hence, this junior workman cannot be granted the relief as prayed for.

3. Further on merits, it is stated that the fact that the management advertised the posts on daily wage Clerks on DC rates on contractual basis, stipulating the eligibility criteria for the selection through advertisement dated 03.12.2010 and in pursuance to the same the workman applied for the post of Clerk and after fulfilling the eligibility criteria and going through selection process she joined the service on 18.04.2011 is a matter of record. The workman was appointed for a period of 89 days and her services were extended from time to time for 89 days with one day break on completion of the term of appointment. It is wrong that the workman has put her continuous service of more than 240 days in a calendar year. The workman was relieved on 13.06.2013 on completion of period of extension given to her. The University management has not committed any irregularity by passing the relieving orders of the workman as the assignment as daily wage Clerk on contractual basis automatically ends on the expiry of contract period or completion of the seasonal examination work, whichever is earlier, as already mentioned in the advertisement circulated *vide* No.24711-860/Estt. dated 03.12.2010. It is clearly stated in the above advertisement that the daily wage Clerks are not entitled to retrenchment compensation or to any claim of continuity of service or reemployment. No action was required to be taken on demand notice as the claim is unjustified on various grounds including being time barred. Further, similar stand is taken as in the preliminary objections. Rest of the averments of claim statement are denied as wrong except para 9 which are denied for want of knowledge. Prayer is made that the claim may be dismissed being devoid of merits.

4. Replication not filed. From the pleadings of the parties following issues were framed vide order dated 13.03.2020 :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Relief.

5. In evidence, the workman Nutun Kumari Sharma examined herself as AW1 and tendered her affidavit Exhibit 'AW1/A' along with documents Exhibit 'AW1/1' to Exhibit 'AW1/3' and Mark 'A' to Mark 'J'.

Exhibit 'AW1/1' is copy of demand notice dated 07.12.2018 issued by the workman to the Registrar, Panjab University, Sector 14, Chandigarh under Section 2-A of the ID Act.

Exhibit 'AW1/2' is the original postal receipt dated 07.12.2018 relating to issuance of demand notice under registered cover.

Exhibit 'AW1/3' is copy of failure report bearing Memo No.3863 dated 16.09.2019 of Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh whereby on account of failure of the conciliation proceedings, the workman was advised to approach the appropriate forum for the adjudication of dispute.

Mark 'A' is copy of notice bearing No.24711-860/Estt. Dated 03.12.2010 inviting application for engaging the daily wage basis Clerk for seasonal examination / other work on purely temporary basis on fixed DC rates.

Mark 'B' is copy of noting dated 30.06.2011 from Executive Engineer, Panjab University, Chandigarh to A.R. (Estt.) requesting to extend the term of Mrs. Nutan Kumari Sharma for another three months w.e.f. 01.07.2011 to work in the construction office.

Mark 'C' is copy of office order dated 03.12.2012 bearing No.23552-75/Estt. dated 03.12.2015 issued by Assistant Registrar (Establishment), Panjab University, Chandigarh whereby the Registrar has extended the term of appointment of the daily wage basis Clerks (listed from serial No.1 to 36 in the order) @ ₹7,980/- per month (fixed) in the branch / department and the period mentioned against each for a period of 86 days for working six days in a week with the condition that their term will end automatically on the last working day of their tenure and they will be treated as relieved from the branch / department where they are working and their salary, as per circular letter No.16337-487/Estt. Dated 22.08.2012, be charged / paid out of the budget head "General Administration - Sub-head - Hiring Services / Outsourcing Contractual / Casual or Seasonal Workers".

Mark 'D' is copy of letter bearing No.5654/Estt. Dated 21.04.2015 regarding supply of information under the Right to Information Act, 2005 from the Public Information Officer-cum-Deputy Registrar (Estt.), Administrative Office, Panjab University to Ms. Daljeet Kaur D/o Shri Rajinder Singh, House No.1, Water Works, Industrial Area, Phase - 9, Near Plot No.315, Mohali, Punjab.

Mark 'E' is copy of list of daily wage Clerks appointed in the Punjab University at Chandigarh in the year 2011.

Mark 'F' is copy of office order dated 05.02.2016 bearing No.1936-38/Estt. dated 08.02.2016 issued by Assistant Registrar (Establishment), Panjab University, Chandigarh whereby the Registrar has extended the term of appointment of the daily wage basis Clerk (listed from serial No.1 & 2 in the order) working in the branch / department and the period mentioned against each for a period of 89 days (instead of 6 months with one day break after every 89 days for working six days in a week with the condition that their term will end automatically on the last working day of their tenure and they will be treated as relieved from the branch / department where they are working and their salary on current DC rate @ ₹14,496/- per month (fixed) as per revised circular No.19573-782/Estt. dated 17.09.2014 be charged / paid out of the budget head "General Administration - Sub-head - Hiring Services / Outsourcing Contractual / Casual or Seasonal Workers".

Mark 'G' is copy of office order dated 04.04.2016 bearing No.2183-88/Estt. dated 05.04.2016 issued by Assistant Registrar (Establishment), Panjab University, Chandigarh whereby the Registrar has extended the

term of appointment of the daily wage basis Clerk (listed from serial No.1 to 5 in the order) working in the branch / department and the period mentioned against each for a period of 89 / 85 days for working six days in a week with the condition that their term will end automatically on the last working day of their tenure and they will be treated as relieved from the branch / department where they are working and their salary on current DC rate @ ₹16,380/- per month (fixed) as per revised circular No.2347-2547/Estt. dated 11.02.2016.

Mark 'H' is copy of office order dated 01.12.2015 bearing No.22757-81/Estt. dated 02.12.2015 issued by Assistant Registrar (Establishment), Panjab University, Chandigarh whereby the Registrar in pursuance to their office orders No.11593-11793/Estt. Dated 02.06.2015 has extended the term of appointment of the daily wage basis Clerk (listed from serial No.1 to 31 in the order) working in the branch / department and the period mentioned against each for a period of 6 months with one day break after every 89 days w.e.f. 30.10.2015 to 20.01.2016 with one day break on 29.10.2015 (i.e. 83 days to save the salary of Sunday and National Holiday i.e. 26th January 2016) and further w.e.f. 22.01.2016 to 19.04.2016 with one day break on 21.01.2016 (i.e. 89 days for working six days in a week with the condition that their term will end automatically on the last working day of their tenure and they will be treated as relieved from the branch / department where they are working and their salary on current DC rate @ ₹14,496/- per month (fixed) as per revised circular No.19573-782/Estt. dated 17.09.2014.

Mark 'I' is copy of office order dated 12.11.2015 bearing No.21805-07/Estt. Dated 17.11.2015 issued by the Assistant Registrar (Establishment) whereby the Registrar has approved the re-joining of Mrs. Silky Bassi D/o Sh. Satish Bassi, daily wage Clerk in the General Branch after availing maternity leave and allowed her extension in terms of appointment for a period of 6 months with one day break after every 89 days in the General Branch w.e.f. 30.10.2015 to 20.01.2016 (i.e. 83 days to save the salary of Sunday & National Holiday i.e. 25th January, 2016) and further w.e.f. 22.01.2016 to 19.04.2016 with one day break on 21.01.2016 (i.e. 89 days) for working six days in a week and her salary on current DC rate @ ₹14,496/- per month (fixed) as per revised circular No.19573-782/Estt. dated 17.09.2014 be charged / paid out of the budget head "General Administration - Sub-head - Hiring Services / Outsourcing Contractual / Casual or Seasonal Workers".

Mark 'J' is copy of office order dated 14.01.2016 bearing No.656-58/Estt. Dated 15.01.2016 issued by the Assistant Registrar (Establishment) whereby the Registrar has approved the re-joining of Mrs. Deepika D/o Sh. Vijay Sharma, daily wage Clerk in the Accounts Branch (G&P) after availing maternity leave and allowed her extension in terms of appointment as daily wage Clerk w.e.f. 26.11.2015 to 20.01.2016 (i.e. 83 days) and further w.e.f. 22.01.2016 to 19.04.2016 with one day break on 21.01.2016 (i.e. 89 days) (to bring her at par with the other daily wage Clerks for the same panel) for working six days in a week and her salary on current DC rate @ ₹14,496/- per month (fixed) as per revised circular No.19573-782/Estt. dated 17.09.2014 be charged / paid out of the budget head "General Administration - Sub-head - Hiring Services / Outsourcing Contractual / Casual or Seasonal Workers".

On 14.10.2021 learned representative for the workman closed the evidence.

6. On the other hand, the management did not lead any oral or documentary evidence. Learned representative for the management closed evidence on behalf of the management on 07.03.2022.

7. *Vide* order dated 08.08.2022 the workman was allowed to lead additional evidence. On 14.12.2022 learned representative for the workman tendered into additional evidence the copies of documents i.e. List / record of still working daily wage Clerk with the management, engaged in the year 2011 Exhibit 'AW1/4'; Proceedings of the Selection Committee for appointment to the posts of Clerks & Clerk-cum-Data Entry Operators in the Panjab University, Chandigarh in response to Advertisement No.14/2008 containing list of regular appointed and joined Clerks & Clerk-cum-Data Entry Operators in the year 2013 with the management Exhibit 'AW1/5'; record of relieving orders of daily wage Clerks bearing No.13143-49/Estt. dated 13.06.2013, No.4380-85/Estt. dated 07.03.2013, No.16951-962 dated 31.07.2013, dated 11.03.2013, No.3537-3619/Estt. dated 27.02.2013 Exhibit 'AW1/6'; List of Clerks, who joined in the Secrecy Branch on the date mentioned against their names Exhibit 'AW1/7' and Office Order bearing No.14A-164A/Estt.

dated 04.01.2016 whereby 44 daily wager Clerks were relieved w.e.f. 04.01.2016 Exhibit 'AW1/8' and closed additional evidence on behalf of the workman.

8. Opportunity to lead evidence in rebuttal to additional evidence of workman was provided to the management. The management did not lead any evidence in rebuttal to additional evidence and on 10.01.2023 learned representative for the management closed the same.

9. I have heard arguments of learned representatives for the parties and perused the judicial file. My issue-wise findings are as below :—

Issue No. 1 :

10. Onus to prove this issue is on the workman.

11. Under this issue the workman examined herself as AW1 and vide her affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto. To support her oral versions learned representative for the workman referred documents Exhibit 'AW1/1' to Exhibit 'AW1/8' and Mark 'A' to Mark 'J'.

12. On the other hand, the management did not lead any oral or documentary evidence.

13. From the evidence on record, it comes out that the workman was appointed as Daily Wage Clerk with the management-Panjab University, Chandigarh on 18.04.2011 against the advertisement No.19/2010 issued vide No.24711-860/Estt. dated 03.12.2010. Initially the workman was appointed for 89 days. Thereafter, the services of the workman were extended from time to time till 30.06.2013 when the workman was relieved from the duty.

14. Learned representative for the workman argued that when the workman was relieved from her duties the post was in existence, in such situation the relieving of workman amounts to termination. The workman has completed 240 days of service in the year preceding the date of her termination. At the place of the workman new employees are recruited which amounts to unfair labour practice. Before the termination the workman has not been issued any show cause notice, charge sheet. Neither any domestic inquiry has been held nor the workman has been paid any notice pay or retrenchment compensation. Therefore, the workman is entitled to be reinstated into service with continuity of service, full back wages and all other consequential benefits. To support his arguments learned Representative for the workman referred the case law reported in *1998(1) RSJ 703 (P&H) titled as Bhikku Ram Versus The Presiding Officer, Industrial Tribunal-cum-Labour Court, Rohtak; 2001(1) SCT 205 (P&H) titled as The Faridabad Central Co-Op. Bank Ltd., Faridabad Versus The Presiding Officer, Labour Court (II), Faridabad; 2001(4) RSJ 137 (P&H) titled as State of Punjab Versus Kuldip Kaur; 2001(3) SCT 799 (P&H) titled as Haryana State Co-Op. Land Development Bank Ltd. Versus Presiding Officer, Labour Court, Rohtak; 2003(7) SLR 644 (P&H) titled as The Haryana State Co-Op. Land Development Bank Ltd. Versus The Presiding Officer, Labour Court, Rohtak & Another; 2006(2) SCT 105 (P&H) titled as Director, Health & Family Welfare, Punjab, Chd. & Others Versus Baljinder Singh & Another; 2010(2) SLR 15 SC titled as Harjinder Singh Versus Punjab State Warehousing Corporation; 2010(3) SLR 663 SC titled as Anoop Sharma Versus Executive Engineer, Public Health, Division No.1, Panipat (Hry.); 2012(3) PLR 332 (P&H) titled as Damyanti Versus Presiding Officer, Industrial Tribunal-cum-Labour Court, Panipat & Another; 2014(11) SCC 85 SC titled as Bhuvnesh Kumar Dwivedi Versus Hindalco Industries Limited and 2015(2) SCT 91(SC) titled as Jamer Singh Versus State of Haryana & Another.*

15. On the other hand, learned Representative for the management contended that the workman was relieved from service in the year 2013 after the selection of regular 308 Clerks appointed in response to Advt. 14/2008. The university follows the legally acceptable principle of 'first come & last go' for relieving the contractual / daily wage employee. According to the university office practice the waiting list for engaging the persons to post lapses after the expiry of six months. An open advertisement No.2 of 2014 was issued for the appointment of Daily Wage Clerks. The appointment of the workman was governed by the terms & conditions of the advertisement and the appointment order. Besides, similar situated employee Ms. Shallu Devi & others,

who were senior to the workman had filed CWP No.2065 of 2015 titled as Shalu Devi & Others Versus Panjab University & Another in the Hon'ble High Court which was dismissed and the action of the university was upheld by the Hon'ble High Court.

16. The workman was relieved from duty on 13.06.2013. The workman did not challenge her relieving. It is not denied by the workman that in year 2014 advertisement No.2/2014 was issued by the university advertising for filling up the posts of Clerk on contract basis. The workman did not challenge the same. In this regard workman / AW1 in her cross-examination stated that she did not oppose the advertisement for engaging of daily wage Clerk in the year 2014. Nutan Kumari Sharma AW1 in his cross-examination stated that she had applied against the advertisement for engagement of daily wage Clerk in the year 2014 and appeared in the written exam but could not qualify. From the aforesaid version of AW1 it comes out that the workman in fact appeared in the written test conducted by the university for selection but failed to qualify the same.

17. The workman raised the demand notice on 07.12.2018 i.e. after more than five years of her relieving. The law laid down by Hon'ble Supreme Court of India and Hon'ble High Court of Punjab & Haryana in the judgments referred supra by learned Representative for the workman, is well recognized by this Court but the ratio of the rulings is not applicable to the facts of the present case. The similar matter as in the present case has already been decided by the **Hon'ble High Court of Punjab & Haryana in CWP No.2065 of 2015 titled as Shalu Devi & Others Versus Panjab University & Another vide judgment dated 01.05.2015.** The relevant portion of judgment dated 01.05.2015 is reproduced as below :—

"I have gone through the above judgments and find that the same are not applicable in the facts of the case in the case in hand. The facts of the case in hand reveal that the petitioners were relieved in 2013 i.e. about two years ago and in the interregnum period in February 2014, there was another selection which has taken place in which the petitioners participated but remained unsuccessful. Further, for the last about two years the petitioners have been out of the service of the respondent-University.

Qua the impugned advertisement also, two of the petitioners applied and one of them even gave the written test. Thus, the facts of the judgment cited above by the learned counsel for the petitioners are different from the facts of the case in hand.

In view of the above, finding no merit in the present writ petition, the same is ordered to be dismissed."

In view of the above referred judgment dated 01.05.2015 of the Hon'ble High Court, the workman is not entitled to the relief claimed.

18. Accordingly, this issue is decided against the workman and in favour of the management.

Relief :

19. In the view of foregoing finding on the issue above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

Dated : 11-01-2023.

(Sd.) . . . ,
(JAGDEEP KAUR VIRK),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

Secretary Labour,
Chandigarh Administration.

CHANDIGARH ADMINISTRATION
TRANSPORT DEPARTMENT

Notification

The 7th March, 2023

No. 1/5/7-H-III(7)-2023/3255.—In pursuance of the provisions of Rule 3(1) (b) and (I) of the Motor Vehicles (Registration and Functions of Vehicles Scrapping Facility Rules, 2021, notified by the Ministry of Road Transport and Highways, Govt. of India *vide* Notification No. G.S.R. 653 (E), dated 23.09.2021, the Administrator, Union Territory, Chandigarh is pleased to nominate the Adviser to the Administrator, Union Territory, Chandigarh as Appellate Authority and Secretary Transport, Chandigarh Administration as the Registration Authority for implementation of aforementioned RVSF Rules, in Union Territory, Chandigarh, with immediate effect.

NITIN KUMAR YADAV, IAS,
Secretary Transport,
Chandigarh Administration.

CHANGE OF NAME

I, Jay Parkash Jaguri, S/o Chandi Parshad, R/o # 554, Sector 16-D, Chandigarh, have changed my name to Jay Prakash Jaguri.

[230-1]

I, Rajinder Kaur, W/o Gurmeet Singh Dhillon, R/o 536, Mohalla Pandit Wala, Samadhi Gate Manimajra, Chandigarh, have changed my name to Rajinder Kaur Dhillon.

[231-1]

I, Ram Devi, D/o Sh. Nand Kumar, R/o House No. 190, Ambedkar Awas Yojna, Sector-56, Palsora, Chandigarh, U.T., have changed my name from Ram Devi to Sonia.

[232-1]

I, Alisha, D/o Mangaljit Singh, R/o # 3369, Sector 40-D, Chandigarh, declare that I have changed my name from Alisha to Alisha Singh.

[233-1]

I, Bedpal Singh Rana, S/o Bhopal Singh Rana, R/o H. No. 1066 First Floor, Sector 15-B, Chandigarh, have changed my name to Vedpal Singh Rana.

[234-1]

I, Shiv Kumar, S/o Brahmanand Saxena, R/o # 975, Vikas Nagar, Mauli Jagran, Chandigarh, have changed my name to Shiv Kumar Saxena.

[235-1]

I, Laxmi *alias*, Luxami *alias*, Laxmi Kumar *alias*, Laxmi Pyari Mahapatra *alias*, Laxmi Piari Mahapatra *alias* Laxmi Priya Mohapatra, W/o Basant Kumar Mahapatra, R/o 2721, Sector 38-C, Chandigarh, have changed my name to Laxmi Mahapatra.

[236-1]

"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/public notices will remain solely responsible for the legal consequences and also for any other misrepresentation etc."